

## INSURANCE POLICY - ORIGINAL

Policy Number:	PN-252497
Insured Name:	BlueWave Systems
Inception Date:	2024-05-15
Expiration Date:	2025-05-15
Duration:	12 months
Payment Terms:	90 days from inception
Policy Limit:	\$47,508,944

### Financial Information

Insured Value:	\$49,252,118
Premium:	\$124,152
Brokerage Commission:	22.88%

### Deductibles

All Other Loss:	\$32,870,000 each and every loss
Earthquake:	\$20,363,000 each and every loss
Named Windstorm:	\$20,081,000 each and every loss
Flood:	\$12,721,000 each and every loss

### Self Insured Retention (SIR)

\$23,304,000 each and every loss and \$88,251,000 in the annual aggregate

## Sublimits

Flood:	\$10,000,000
Sfha Flood:	\$10,000,000
Earthquake:	Policy Limit
California Earthquake:	\$47,508,944
Named Windstorm:	Policy Limit
Accidental Interruption:	\$25,000,000
Ammonia Contamination:	\$25,000,000
Automatic Coverage:	\$10,000,000
Contingent Time Element:	\$10,000,000
Errors Omissions:	\$25,000,000
Gross Profits:	12 months
Ingress Egress:	\$10,000,000
Miscellaneous Property:	\$10,000,000
Ordinary Payroll:	365 days
Rental Property:	\$25,000,000
Rolling Stock:	\$10,000,000
Transportation:	\$10,000,000
Valuable Papers Records:	\$25,000,000

## Exclusions and Clauses

### ***Terrorism:***

#### **Terrorism Exclusion Endorsement (NMA2921)**

Notwithstanding any provision to the contrary within this Policy or any endorsement thereto, it is agreed that this Policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss. For the purpose of this endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposed including the intention to influence any government and/or to put the public, or any section of the public, in fear. This endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism. If the Insurers

allege that by reason of this exclusion, any loss, damage, cost or expense is not covered by this Policy the burden of proving the contrary shall be upon the Insured. In the event any portion of this endorsement is found invalid or unenforceable, the remainder shall remain in full force and Effect.

***Nuclear:***

Included

***Communicable Disease:***

Included

**Cyber:****Marine Cyber Exclusion (LMA5402)**

This clause shall be paramount and shall override anything in this insurance inconsistent therewith. 1 In no case shall this insurance cover any loss, damage, liability or expense directly or indirectly caused by, contributed to by or arising from: 1.1 the failure, error or malfunction of any computer, computer system, computer software programme, code, or process or any other electronic system, or 1.2 the use or operation, as a means for inflicting harm, of any computer, computer system, computer software programme, malicious code, computer virus or process or any other electronic system.

***Sanctions:***

Excluded

***Microorganism:*****Microorganism Exclusion (LMA5018)**

This Policy does not insure any loss, damage, claim, cost, expense or other sum directly or indirectly arising out of or relating to: mold, mildew, fungus, spores or other microorganism of any type, nature, or description, including but not limited to any substance whose presence poses an actual or potential threat to human health. This Exclusion applies regardless whether there is (i) any physical loss or damage to insured property; (ii) any insured peril or cause, whether or not contributing concurrently or in any sequence; (iii) any loss of use, occupancy, or functionality; or (iv) any action required, including but not limited to repair, replacement, removal, cleanup, abatement, disposal, relocation, or steps taken to address medical or legal concerns. This Exclusion replaces and supersedes any provision in the Policy that provides insurance, in whole or in part, for these matters.



***Transmission & Distribution Lines:***

Included

Coverage Information

Earthquake:	Included
Strikes, Riots, Civil Commotion:	Included
Named Windstorm:	Excluded
Flood:	Included